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17 (continued on next page)

18 UNITED STATES DISTRICT COURT  
19 NORTHERN DISTRICT OF CALIFORNIA

20  
21 LARRY BOWOTO, et. al. )  
22 )  
23 Plaintiffs, )  
24 )  
25 v. )  
26 )  
27 CHEVRON CORPORATION, AND )  
MOES 1-50 )  
28 )  
Defendants. )

Case No.: C99-2506 CAL

**PLAINTIFFS' SPECIAL SET OF  
INTERROGATORIES TO  
DEFENDANT CHEVRON  
CORPORATION PURSUANT TO  
COURT ORDER OF MARCH 16,  
2001**

Complaint Filed: May 27, 1999  
Discovery Cut-Off: None  
Trial Date: None

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1 **PROPOUNDING PARTY: Plaintiff, LARRY BOWOTO**

2 **RESPONDING PARTY: Defendant, CHEVRON CORPORATION**

3 **SET NO.: SPECIAL SET PURSUANT TO COURT ORDER**

4  
5 Pursuant to the Order issued by the Honorable Charles A. Legge, Judge, at the  
6 hearing taking place March 16, 2001, plaintiff, LARRY BOWOTO, propounds the  
7 following SPECIAL SET OF INTERROGATORIES, pursuant to the Court's order to  
8 serve such interrogatories based on the Notice of Deposition of Chevron Corporation  
9 pursuant to Rule 30(b)(6), previously served on defendant's attorneys, and discussed  
10 during the March 16, 2001 hearing.

11 **GENERAL INSTRUCTIONS**

12 All interrogatories shall be deemed to be addressed to CHEVRON  
13 CORPORATION. and its subsidiaries, successors in interest and the answers thereto shall  
14 reflect the cumulative knowledge of Defendant, its subsidiaries, servants, agents and  
15 employees, including its attorneys and all persons acting on its behalf or under its control.

16 With respect to any answer that Defendant withholds on the ground of privilege,  
17 Defendant shall advise Plaintiff of that fact by setting forth the grounds of the claimed  
18 privilege and shall provide the following information separately as to each answer:  
19 general description of the subject matter; the identity of each person who has knowledge  
20 of the matter.

21 In lieu of written answers to interrogatories, Defendant may, pursuant to Federal  
22 Rule of Civil Procedure 33(d), specify in detail and supply business records to Plaintiff.

23 **DEFINITIONS**

24 Please note that all words herein have their meaning in ordinary English usage. If  
25 there is any difficulty in understanding the scope or meaning of any word, please feel free  
26 to contact Plaintiffs' attorneys to discuss any issue.

27 Unless a contrary meaning appears in the text, the following definitions apply:

1           1. “ANSWER” as used herein shall refer to “Defendant Chevron Corporation’s  
2 Answer to Third Amended Complaint for Damages and Injunctive and Declaratory  
3 Relief”, served on Plaintiffs’ counsel on or about July 28, 2000.

4           2. “M. BROWNE” as used herein shall refer to Michael Browne.

5           3. “T. BROWNE” as used herein shall refer to Timothy Gene Browne.

6           4. “CHEVRON,”“YOU” or “DEFENDANT” means Chevron Corporation or any  
7 of its past or present officers, directors, employees, direct or indirect subsidiaries other  
8 than CNL, CUSA or COPI, attorneys, agents or representatives.

9           5. “CIC” as used herein shall refer to The Concerned Ilaje Citizens.

10          6. “CNL” as used herein shall refer to Chevron Nigeria Limited, or any of its past  
11 or present officers, directors, employees, direct or indirect subsidiaries, affiliates,  
12 attorneys, agents or representatives.

13          7. “COMMUNICATION” as used herein shall refer to any oral, written, in  
14 person, or any other form of relay, transmission, or transference of information by any  
15 means whatsoever including but not limited to by way of mail, computer, telephone,  
16 telefax, telex, voice mail, electronic mail, radio, video, sound recordings, television, or  
17 any other medium.

18          8. “COMPANY” as used herein shall mean a corporation, a partnership, an  
19 association, a joint-stock company, a trust, a fund, or any organized group of persons,  
20 whether incorporated or not, or any receiver, trust, liquidating agent or other similar  
21 official for any of the foregoing.

22          9. “COPI” as used herein shall refer to Chevron Overseas Petroleum Inc., or any  
23 of its past or present officers, directors, employees, direct or indirect subsidiaries other  
24 than CNL or CUSA, attorneys, agents or representatives.

25          10. “CUSA” means Chevron U.S.A., Inc. or any of its past or present officers,  
26 directors, employees, direct or indirect subsidiaries other than CNL or COPI, attorneys,  
27 agents or representatives.

1 11. "DAVIS" as used herein shall refer to Scott Davis.

2 12. "DOCUMENT" means a broadly inclusive term, referring to any and all  
3 written or other graphic matter, however produced, generated, or reproduced, of every  
4 kind and description, and to anything upon which sounds, pictures, electronic images are  
5 recorded, transferred, imprinted or depicted by photography, typewriting, handwriting,  
6 sound recording, or otherwise. Such terms refer to originals, copies where originals are  
7 unavailable, copies of originals which differ in any manner from the originals, and all  
8 drafts prepared in connection with such matter, including but not limited to the following:  
9 contracts, agreements, memoranda of understanding, charts, inventories, lists, transcripts,  
10 abstracts, tape recordings, sound reproduction summaries, files, pleadings, depositions,  
11 answers to requests for admissions, answers to interrogatories, file jackets, file covers,  
12 records, books, papers, correspondence, notes, electronic mail messages, agreements,  
13 statements, photographs, motion pictures, objects, microfilm, telegrams, telegraphs,  
14 telexes, telefaxes, facsimiles, copies, letters, memoranda, notes, scratch paper, minutes of  
15 directors or committee meetings, minutes of interviews, minutes of in-person or  
16 telephonic conversations or communications, interoffice communications, shareholder  
17 reports, press releases, report studies, stenographic notebooks, calendars, appointment  
18 books, diaries, time sheets, logs, computer disks, computer programs, databases,  
19 computer printouts, data processing cards, data processing tapes, or papers similar to any  
20 of the foregoing however denominated by the responding party.

21 13. "EMPLOYED" as used herein shall include any person who receives wages  
22 and/or salary from the identified entity.

23 14. "EMPLOYEE(S)" as used herein shall refer to all employees, including  
24 officials, officers, managers, professionals, office and clerical employees, trainees and  
25 any other person carried on the payroll of the identified entity.

26 15. "HAASTRUP" as used herein shall refer to A.O. ("Deji") Haastrup.

27 16. "HOST COMMUNITIES" as used herein shall refer to the definition given by  
28

1 Haastrup at page 2 of his Declaration attached to Defendant's Motion to Dismiss  
2 (hereafter "the Haastrup Declaration").

3 17. "IDENTIFY" and "IDENTITY" when used in reference to a natural person,  
4 require you to provide the person's full name, present or last known residence address and  
5 telephone number, present and last known work address and telephone number, their  
6 present employer and job title [if known], their employment and/or position history and  
7 dates during which each position was/has been held, with each of the following: Chevron  
8 Corporation; CUSA; COPI; Chevron Nigeria Ltd. (CNL); and/or any other Chevron  
9 subsidiary or division, through to the present.

10 18. "IDENTIFY" and "IDENTITY" when used in reference to a corporation or  
11 any legal entity other than a natural person, require you to provide its full name, the  
12 present address(es) and telephone number(s) of its office(s) or place(s) of business,  
13 addresses over the past five years, and the nature of its business.

14 19. "IDENTIFY" and "IDENTITY" when used in reference to a DOCUMENT  
15 requires you to provide its author(s), all recipients of the document, its date, its substance,  
16 where it is located and who currently has possession and/or control of the document.

17 20. "ILAJE COMMUNITIES" as used herein shall refer to the 40 Ilaje host  
18 communities described in Haastrup declaration starting at page 2 including CIC.

19 21. "INCLUDING" as used herein shall mean "including but not limited to."

20 22. "METHOD" as used herein shall refer to any means of communication  
21 utilized, including but not limited to, written, verbal, electronic mail, telephone, telefax,  
22 or in-person communication.

23 23. "NIGERIAN GOVERNMENT" as used herein shall include any of its  
24 agencies and subdivisions, including but not limited to the Department of Petroleum  
25 Resources, the Minister of Petroleum Resource, and any arm of the Nigerian military or  
26 law enforcement, regardless of the specific denomination given to or the department or  
27 agency of the government to which the particular military forces are assigned, i.e., State

1 internal security forces, Operation Flush in Rivers state, Operation Salvage in Bayelsa,  
2 the Mobile Police, the Nigerian Police, Nigerian military, and Nigerian navy.

3 24. "NIGERIAN LAW ENFORCEMENT" as used herein shall refer to State  
4 internal security task force, operation flush in Rivers state, operation salvage in Bayelsa,  
5 mobile police, Nigerian police, Nigerian military, and Nigerian navy.

6 25. "NNPC" as used herein shall refer to Nigerian National Petroleum Company  
7 (also sometimes known as the Nigerian National Oil Company), or any of its past or  
8 present officers, directors, employees, subsidiaries, affiliates, attorneys, agents or  
9 representatives.

10 26. "PARABE PLATFORM" means the Parabe offshore platform (on  
11 information and belief located approximately nine miles offshore Nigeria).

12 27. "THE PARABE INCIDENT" as used herein shall refer to the "occupation" of  
13 the Parabe platform and an adjoining construction barge and tugboat by more than one  
14 hundred Ilaje tribesmen beginning on or about May 25, 1998, as alleged in paragraph 47  
15 of Chevron's Answer.

## 16 **SPECIAL INTERROGATORIES**

### 17 **SPECIAL INTERROGATORY NO. 1:**

18 Describe the location of all physical plants, offices any/or other facilities which  
19 have housed any operations of CHEVRON in Nigeria, at any time from January 1, 1995,  
20 to the present.

### 21 **SPECIAL INTERROGATORY NO. 2:**

22 IDENTIFY any and all direct or indirect subsidiaries of CHEVRON, other than  
23 CNL, which have engaged in any commercial operations in Nigeria, as part of a joint  
24 venture or otherwise, at any time from January 1, 1995, to the present.

### 25 **SPECIAL INTERROGATORY NO. 3:**

26 For each entity identified in response to the preceding interrogatory, describe the  
27

1 location of all physical plants, offices or other facilities which have housed any of its  
2 operations in Nigeria, at any time from January 1, 1995 to the present.

3 **SPECIAL INTERROGATORY NO. 4:**

4 For the period from January 1, 1995, to the present, describe the nature and  
5 purpose of any relationship, including but not limited to the corporate or organizational  
6 relationship, between and among CHEVRON and CUSA.

7 **SPECIAL INTERROGATORY NO. 5:**

8 For the period from January 1, 1995, to the present, describe the nature and  
9 purpose of any relationship, including but not limited to the corporate or organizational  
10 relationship, between and among CHEVRON and COPI.

11 **SPECIAL INTERROGATORY NO. 6:**

12 For the period from January 1, 1995, to the present, state the nature and purpose  
13 of any relationship, including but not limited to the corporate or organizational  
14 relationship, between and among CHEVRON and CNL.

15 **SPECIAL INTERROGATORY NO. 7:**

16 For the period from January 1, 1995, to the present, describe the nature and  
17 purpose of any relationship, including but not limited to the corporate or organizational  
18 relationship, between and among CNL and CUSA.

19 **SPECIAL INTERROGATORY NO. 8:**

20 For the period from January 1, 1995, to the present, describe the nature and  
21 purpose of any relationship, including but not limited to the corporate or organizational  
22 relationship, between and among CNL and COPI.

23 **SPECIAL INTERROGATORY NO. 9:**

24 For the period from January 1, 1995, to the present, describe the nature and  
25 purpose of any relationship, including but not limited to the corporate or organizational  
26 relationship, between and among CUSA and COPI.

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1 **SPECIAL INTERROGATORY NO. 10:**

2 For the period from January 1, 1995, to the present, IDENTIFY each and every  
3 officer of CHEVRON.

4 **SPECIAL INTERROGATORY NO. 11:**

5 For the period from January 1, 1995, to the present, IDENTIFY each and every  
6 director of CHEVRON.

7 **SPECIAL INTERROGATORY NO. 12:**

8 For the period from January 1, 1995, to the present, IDENTIFY each and every  
9 member of any management or executive committee of CHEVRON.

10 **SPECIAL INTERROGATORY NO. 13:**

11 For the period from January 1, 1995, to the present, IDENTIFY each and every  
12 officer of CNL.

13 **SPECIAL INTERROGATORY NO. 14:**

14 For the period from January 1, 1995, to the present, IDENTIFY each and every  
15 director of CNL

16 **SPECIAL INTERROGATORY NO. 15:**

17 For the period from January 1, 1995, to the present, IDENTIFY each and every  
18 member of any management or executive committee of CNL.

19 **SPECIAL INTERROGATORY NO. 16:**

20 For the period from January 1, 1995, to the present, IDENTIFY each and every  
21 officer of COCNL, which entity is identified on defendant's Rule 6 document  
22 production, C0400.

23 **SPECIAL INTERROGATORY NO. 17:**

24 For the period from January 1, 1995, to the present, IDENTIFY each and every  
25 director of COCNL, which entity is identified on defendant's Rule 6 document  
26 production, C0400.

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1 **SPECIAL INTERROGATORY NO. 18:**

2 For the period from January 1, 1995, to the present, IDENTIFY each and every  
3 member of any management or executive committee of COCNL, which entity is  
4 identified on defendant's Rule 6 document production, C0400.

5 **SPECIAL INTERROGATORY NO. 19**

6 For the period from January 1, 1995, to the present, IDENTIFY each and every  
7 officer of CPNL, which entity is identified on defendant's Rule 6 document production,  
8 C0400.

9 **SPECIAL INTERROGATORY NO. 20:**

10 For the period from January 1, 1995, to the present, IDENTIFY each and every  
11 director of CPNL, which entity is identified on defendant's Rule 6 document production,  
12 C0400.

13 **SPECIAL INTERROGATORY NO. 21:**

14 For the period from January 1, 1995, to the present, IDENTIFY each and every  
15 member of any management or executive committee of CPNL, which entity is identified  
16 on defendant's Rule 6 document production, C0400.

17 **SPECIAL INTERROGATORY NO. 22:**

18 For the period from January 1, 1995, to the present, IDENTIFY each and every  
19 officer of CUSA.

20 **SPECIAL INTERROGATORY NO. 23:**

21 For the period from January 1, 1995, to the present, IDENTIFY each and every  
22 director of CUSA.

23 **SPECIAL INTERROGATORY NO. 24:**

24 For the period from January 1, 1995, to the present, IDENTIFY each and every  
25 member of any management or executive committee of CUSA.

26 **SPECIAL INTERROGATORY NO. 25:**

27 For the period from January 1, 1995, to the present, IDENTIFY each and every

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1 officer of COPI.

2 **SPECIAL INTERROGATORY NO. 26:**

3 For the period from January 1, 1995, to the present, IDENTIFY each and every  
4 director of COPI.

5 **SPECIAL INTERROGATORY NO. 27:**

6 For the period from January 1, 1995, to the present, IDENTIFY each and every  
7 member of any management or executive committee of COPI.

8 **SPECIAL INTERROGATORY NO. 28:**

9 IDENTIFY all person(s) employed by CHEVRON or any of its direct or indirect  
10 subsidiaries who participated in negotiations, at any time from January 1,1995 to the  
11 present, resulting in the creation of or in any modification of the terms, scope, purpose  
12 and/or operations of NNPC/Chevron Joint Venture, identified in defendant's Rule 6  
13 document production, C0400, and the role each person played in such negotiations.

14 **SPECIAL INTERROGATORY NO. 29:**

15 In addition to those individuals identified in response to the preceding Special  
16 Interrogatory, IDENTIFY all other person(s) or entities which participated in negotiations  
17 at any time from January 1,1995 to the present, resulting in the creation of or in any  
18 modification of the terms, scope, purpose and/or operations of the NNPC/Chevron Joint  
19 Venture, identified in defendant's Rule 6 document production, C0400, and the role each  
20 person played in such negotiations.

21 **SPECIAL INTERROGATORY NO. 30:**

22 IDENTIFY all person(s) employed by CHEVRON or any of its direct or indirect  
23 subsidiaries who, at any time from January 1,1995 to the present, supervised, monitored,  
24 authorized and/or approved any actions taken by CNL during any negotiations, resulting  
25 in the creation of or in any modification of the terms, scope, purpose and/or operations of  
26 the NNPC/Chevron Joint Venture, identified in defendant's Rule 6 document production,  
27 C0400, and the role each person played with regard to such negotiations.

1 **SPECIAL INTERROGATORY NO. 31:**

2 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, any  
3 negotiations, at any time from January 1,1995 to the present, resulting in the creation of  
4 or in any modification of the terms, scope, purpose and/or operations of the  
5 NNPC/Chevron Joint Venture, identified in defendant's Rule 6 document production,  
6 C0400, including any COMMUNICATIONS about such negotiations.

7 **SPECIAL INTERROGATORY NO. 32:**

8 IDENTIFY all person(s) employed by CHEVRON or any of its direct or indirect  
9 subsidiaries who participated in negotiations, at any time from January 1,1995 to the  
10 present, resulting in the creation of or in any modification of the terms, scope, purpose  
11 and/or operations of NNPC/Texaco/Chevron Joint Venture, identified in defendant's Rule  
12 6 document production, C0400, and the role each person played in such negotiations.

13 **SPECIAL INTERROGATORY NO. 33:**

14 In addition to those individuals identified in response to the preceding Special  
15 Interrogatory, IDENTIFY all other person(s) or entities which participated in negotiations  
16 at any time from January 1,1995 to the present, resulting in the creation of or in any  
17 modification of the terms, scope, purpose and/or operations of the  
18 NNPC/Texaco/Chevron Joint Venture, identified in defendant's Rule 6 document  
19 production, C0400, and the role each person played in such negotiations.

20 **SPECIAL INTERROGATORY NO. 34:**

21 IDENTIFY all person(s) employed by CHEVRON or any of its direct or indirect  
22 subsidiaries who, at any time from January 1,1995 to the present, supervised, monitored,  
23 authorized and/or approved any actions taken by CNL during any negotiations, resulting  
24 in the creation of or in any modification of the terms, scope, purpose and/or operations of  
25 the NNPC/Texaco/Chevron Joint Venture, identified in defendant's Rule 6 document  
26 production, C0400, and the role each person played with regard to such negotiations.

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1 **SPECIAL INTERROGATORY NO. 35:**

2 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, any  
3 negotiations, at any time from January 1,1995 to the present, resulting in the creation of  
4 or in any modification of the terms, scope, purpose and/or operations of the  
5 NNPC/Texaco/Chevron Joint Venture, identified in defendant's Rule 6 document  
6 production, C0400, including any COMMUNICATIONS about such negotiations.

7 **SPECIAL INTERROGATORY NO. 36:**

8 IDENTIFY all person(s) employed by CHEVRON or any of its direct or indirect  
9 subsidiaries who participated in negotiations, at any time from January 1,1995 to the  
10 present, resulting in the creation of or in any modification of the terms, scope, purpose  
11 and/or operations of Elf /Exxon/Chevron Joint Venture, identified in defendant's Rule 6  
12 document production, C0400, and the role each person played in such negotiations.

13 **SPECIAL INTERROGATORY NO. 37:**

14 In addition to those individuals identified in response to the preceding Special  
15 Interrogatory, IDENTIFY all other person(s) or entities which participated in negotiations  
16 at any time from January 1,1995 to the present, resulting in the creation of or in any  
17 modification of the terms, scope, purpose and/or operations of the Elf /Exxon/Chevron  
18 Joint Venture, identified in defendant's Rule 6 document production, C0400, and the role  
19 each person played in such negotiations.

20 **SPECIAL INTERROGATORY NO. 38:**

21 IDENTIFY all person(s) employed by CHEVRON or any of its direct or indirect  
22 subsidiaries who, at any time from January 1,1995 to the present, supervised, monitored,  
23 authorized and/or approved any actions taken by CNL during any negotiations, resulting  
24 in the creation of or in any modification of the terms, scope, purpose and/or operations of  
25 the Elf /Exxon/Chevron Joint Venture, identified in defendant's Rule 6 document  
26 production, C0400, and the role each person played with regard to such negotiations.

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1 **SPECIAL INTERROGATORY NO. 39:**

2 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, any  
3 negotiations, at any time from January 1,1995 to the present, resulting in the creation of  
4 or in any modification of the terms, scope, purpose and/or operations of the  
5 Elf/Exxon/Chevron Joint Venture, identified in defendant's Rule 6 document production,  
6 C0400, including any COMMUNICATIONS about such negotiations.

7 **SPECIAL INTERROGATORY NO. 40:**

8 IDENTIFY all person(s) employed by CHEVRON or any of its direct or indirect  
9 subsidiaries who participated in negotiations, at any time from January 1,1995 to the  
10 present, resulting in the creation of or in any modification of the terms, scope, purpose  
11 and/or operations of Chevron Sole Venture Joint Venture, identified in defendant's Rule  
12 6 document production, C0400, and the role each person played in such negotiations.

13 **SPECIAL INTERROGATORY NO. 41:**

14 In addition to those individuals identified in response to the preceding Special  
15 Interrogatory, IDENTIFY all other person(s) or entities which participated in negotiations  
16 at any time from January 1,1995 to the present, resulting in the creation of or in any  
17 modification of the terms, scope, purpose and/or operations of the Chevron Sole Venture  
18 Joint Venture, identified in defendant's Rule 6 document production, C0400, and the role  
19 each person played in such negotiations.

20 **SPECIAL INTERROGATORY NO. 42:**

21 IDENTIFY all person(s) employed by CHEVRON or any of its direct or indirect  
22 subsidiaries who, at any time from January 1,1995 to the present, supervised, monitored,  
23 authorized and/or approved any actions taken by CNL during any negotiations, resulting  
24 in the creation of or in any modification of the terms, scope, purpose and/or operations of  
25 the Chevron Sole Venture Joint Venture, identified in defendant's Rule 6 document  
26 production, C0400, and the role each person played with regard to such negotiations.

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1 **SPECIAL INTERROGATORY NO. 43:**

2 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, any  
3 negotiations, at any time from January 1,1995 to the present, resulting in the creation of  
4 or in any modification of the terms, scope, purpose and/or operations of the Chevron Sole  
5 Venture Joint Venture, identified on defendant’s Rule 6 document production, C0400,  
6 including any COMMUNICATIONS about such negotiations.

7 **SPECIAL INTERROGATORY NO. 44:**

8 IDENTIFY all persons who participated in or were consulted about the decision to  
9 create a “crisis management group” or “crisis management team” to deal with the  
10 PARABE INCIDENT (referred to in Paragraph 3 of the Declaration of Scott Davis in  
11 support of Defendant’s Motion to Dismiss), and/or in the decision to assign particular  
12 persons to be part of that group or team, and the role each person played in such  
13 decisionmaking.

14 **SPECIAL INTERROGATORY NO. 45:**

15 IDENTIFY all persons who were assigned to be part of the “crisis management  
16 group” or “crisis management team” that dealt with the PARABE INCIDENT (referred to  
17 in Paragraph 3 of the Declaration of Scott Davis in support of Defendant’s Motion to  
18 Dismiss), and the role and/or duties each person undertook as part of that group or team.

19 **SPECIAL INTERROGATORY NO. 46:**

20 IDENTIFY all persons who provided information to any member of the “crisis  
21 management group” or “crisis management team” that dealt with the PARABE  
22 INCIDENT (referred to in Paragraph 3 of the Declaration of Scott Davis in support of  
23 Defendant’s Motion to Dismiss), and the nature and extent of the information provided.

24 **SPECIAL INTERROGATORY NO. 47:**

25 IDENTIFY all persons who were consulted or contacted by any member of the  
26 “crisis management group” or “crisis management team” that dealt with the PARABE  
27 INCIDENT (referred to in Paragraph 3 of the Declaration of Scott Davis in support of

1 Defendant's Motion to Dismiss), with regard to any matter including but not limited to  
2 the investigation of the factual circumstances of the PARABE INCIDENT, decisions  
3 about what actions to take in response to the PARABE INCIDENT, decisions about  
4 whether and how to use NIGERIAN LAW ENFORCEMENT to deal with the PARABE  
5 INCIDENT, decisions about whether to use corporate funds to employ NIGERIAN LAW  
6 ENFORCEMENT or to take other actions to deal with the PARABE INCIDENT, and/or  
7 requests for authorization and/or approval to take certain actions or to expend money on  
8 certain actions.

9 **SPECIAL INTERROGATORY NO. 48:**

10 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, to the  
11 creation, constitution, activities, and/or decisions of the "crisis management group" or  
12 "crisis management team" that dealt with the PARABE INCIDENT (referred to in  
13 Paragraph 3 of the Declaration of Scott Davis in support of Defendant's Motion to  
14 Dismiss), including any COMMUNICATIONS within the group or team and/or between  
15 any member of the group or team and any other person or entity.

16 **SPECIAL INTERROGATORY NO. 49:**

17 IDENTIFY all persons who participated in or were consulted about any decision  
18 to create a "crisis management group" or "crisis management team" or to take any other  
19 action to deal with the occupation of the CBL-101 barge by Itsekiri tribesmen (referred to  
20 in Paragraph 2 of the Declaration of Scott Davis in support of Defendant's Motion to  
21 Dismiss), and the role each person played in such decisionmaking.

22 **SPECIAL INTERROGATORY NO. 50:**

23 IDENTIFY all persons who were assigned to deal with the occupation of the  
24 CBL-101 barge by Itsekiri tribesmen (referred to in Paragraph 2 of the Declaration of  
25 Scott Davis in support of Defendant's Motion to Dismiss), and the role and/or duties each  
26 person undertook.

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1 **SPECIAL INTERROGATORY NO. 51:**

2 IDENTIFY all persons who provided information to any person who was assigned  
3 to deal with the occupation of the CBL-101 barge by Itsekiri tribesmen (referred to in  
4 Paragraph 2 of the Declaration of Scott Davis in support of Defendant's Motion to  
5 Dismiss), and the nature and extent of information provided.

6 **SPECIAL INTERROGATORY NO. 52:**

7 IDENTIFY all persons who were consulted or contacted by any person who was  
8 assigned to deal with the occupation of the CBL-101 barge by Itsekiri tribesmen (referred  
9 to in Paragraph 2 of the Declaration of Scott Davis in support of Defendant's Motion to  
10 Dismiss), with regard to any matter including but not limited to the investigation of the  
11 factual circumstances of the occupation, decisions about what actions to take in response  
12 to the occupation, decisions about whether and how to use NIGERIAN LAW  
13 ENFORCEMENT to deal with the occupation, decisions about whether to use corporate  
14 funds to employ NIGERIAN LAW ENFORCEMENT or to take other actions to deal  
15 with the occupation, and/or requests for authorization and/or approval to take certain  
16 actions or to expend money on certain actions.

17 **SPECIAL INTERROGATORY NO. 53:**

18 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, to the  
19 assignment, activities and/or decisions of certain persons to deal with the occupation of  
20 the CBL-101 barge by Itsekiri tribesmen (referred to in Paragraph 2 of the Declaration of  
21 Scott Davis in support of Defendant's Motion to Dismiss), including any  
22 COMMUNICATIONS between the persons so assigned and/or between any such  
23 assigned person and any other person or entity.

24 **SPECIAL INTERROGATORY NO. 54:**

25 IDENTIFY all CHEVRON EMPLOYEES who participated in or were consulted  
26 about what actions to take, at any time from January 1, 1992 to the present, in response to  
27 any protests, complaints, grievances, demonstrations or other actions taken by any portion

1 of a HOST COMMUNITY to oppose, challenge, or modify CNL's oil operations in  
2 Nigeria and/or to make a claim against CNL, and what role each EMPLOYEE played.

3 **SPECIAL INTERROGATORY NO. 55:**

4 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, any  
5 actions taken and/or decisions made, at any time from January 1, 1992 to the present, by  
6 any CHEVRON EMPLOYEE in response to any protests, complaints, grievances,  
7 demonstrations or other actions taken by any portion of a HOST COMMUNITY to  
8 oppose, challenge, or modify CNL's oil operations in Nigeria and/or to make a claim  
9 against CNL.

10 **SPECIAL INTERROGATORY NO. 56:**

11 IDENTIFY all COPI EMPLOYEES who participated in or were consulted about  
12 what actions to take, at any time from January 1, 1992 to the present, in response to any  
13 protests, complaints, grievances, demonstrations or other actions taken by any portion of  
14 a HOST COMMUNITY to oppose, challenge, or modify CNL's oil operations in Nigeria  
15 and/or to make a claim against CNL, and what role each EMPLOYEE played.

16 **SPECIAL INTERROGATORY NO. 57:**

17 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, any  
18 actions taken and/or decisions made, at any time from January 1, 1992 to the present, by  
19 any COPI EMPLOYEE in response to any protests, complaints, grievances,  
20 demonstrations or other actions taken by any portion of a HOST COMMUNITY to  
21 oppose, challenge, or modify CNL's oil operations in Nigeria and/or to make a claim  
22 against CNL.

23 **SPECIAL INTERROGATORY NO. 58:**

24 IDENTIFY all CUSA EMPLOYEES who participated in or were consulted about  
25 what actions to take, at any time from January 1, 1992 to the present, in response to any  
26 protests, complaints, grievances, demonstrations or other actions taken by any portion of  
27 a HOST COMMUNITY to oppose, challenge, or modify CNL's oil operations in Nigeria

1 and/or to make a claim against CNL, and what role each EMPLOYEE played.

2 **SPECIAL INTERROGATORY NO. 59:**

3 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, any  
4 actions taken and/or decisions made, at any time from January 1, 1992 to the present, by  
5 any CUSA EMPLOYEE in response to any protests, complaints, grievances,  
6 demonstrations or other actions taken by any portion of a HOST COMMUNITY to  
7 oppose, challenge, or modify CNL's oil operations in Nigeria and/or to make a claim  
8 against CNL.

9 **SPECIAL INTERROGATORY NO. 60:**

10 IDENTIFY all CNL EMPLOYEES who participated in or were consulted about  
11 what actions to take, at any time from January 1, 1992 to the present, in response to any  
12 protests, complaints, grievances, demonstrations or other actions taken by any portion of  
13 a HOST COMMUNITY to oppose, challenge, or modify CNL's oil operations in Nigeria  
14 and/or to make a claim against CNL, and what role each EMPLOYEE played.

15 **SPECIAL INTERROGATORY NO. 61:**

16 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, any  
17 actions taken and/or decisions made, at any time from January 1, 1992 to the present, by  
18 any CNL EMPLOYEE in response to any protests, complaints, grievances,  
19 demonstrations or other actions taken by any portion of a HOST COMMUNITY to  
20 oppose, challenge, or modify CNL's oil operations in Nigeria and/or to make a claim  
21 against CNL.

22 **SPECIAL INTERROGATORY NO. 62:**

23 IDENTIFY all CHEVRON EMPLOYEES who participated in making a decision  
24 or were consulted about any request by CNL to employ NIGERIAN LAW  
25 ENFORCEMENT for any purpose at any time from January 1, 1992 to the present.

26 **SPECIAL INTERROGATORY NO. 63:**

27 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, the  
28

1 role of any CHEVRON EMPLOYEES in making a decision about or being consulted  
2 about any request by CNL to employ NIGERIAN LAW ENFORCEMENT for any  
3 purpose at any time from January 1, 1992 to the present.

4 **SPECIAL INTERROGATORY NO. 64:**

5 IDENTIFY all CHEVRON EMPLOYEES who participated in making a decision  
6 or were consulted about any request by CNL for legal or other authorization to pay money  
7 to the NIGERIAN GOVERNMENT for any purpose at any time from January 1, 1992 to  
8 the present.

9 **SPECIAL INTERROGATORY NO. 65:**

10 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, the  
11 role of any CHEVRON EMPLOYEES in making a decision about or being consulted  
12 about any request by CNL for legal or other authorization to pay money to the  
13 NIGERIAN GOVERNMENT for any purpose at any time from January 1, 1992 to the  
14 present.

15 **SPECIAL INTERROGATORY NO. 66:**

16 IDENTIFY all CUSA EMPLOYEES who participated in making a decision or  
17 were consulted about any request by CNL to employ NIGERIAN LAW  
18 ENFORCEMENT for any purpose at any time from January 1, 1992 to the present.

19 **SPECIAL INTERROGATORY NO. 67:**

20 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, the  
21 role of any CUSA EMPLOYEES in making a decision about or being consulted about  
22 any request by CNL to employ NIGERIAN LAW ENFORCEMENT for any purpose at  
23 any time from January 1, 1992 to the present.

24 **SPECIAL INTERROGATORY NO. 68:**

25 IDENTIFY all CUSA EMPLOYEES who participated in making a decision or  
26 were consulted about any request by CNL for legal or other authorization to pay money to  
27 the NIGERIAN GOVERNMENT for any purpose at any time from January 1, 1992 to the

1 present.

2 **SPECIAL INTERROGATORY NO. 69:**

3 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, the  
4 role of any CUSA EMPLOYEES in making a decision about or being consulted about  
5 any request by CNL for legal or other authorization to pay money to the NIGERIAN  
6 GOVERNMENT for any purpose at any time from January 1, 1992 to the present.

7 **SPECIAL INTERROGATORY NO. 70:**

8 IDENTIFY all COPI EMPLOYEES who participated in making a decision or  
9 were consulted about any request by CNL to employ NIGERIAN LAW  
10 ENFORCEMENT for any purpose at any time from January 1, 1992 to the present.

11 **SPECIAL INTERROGATORY NO. 71:**

12 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, the  
13 role of any COPI EMPLOYEES in making a decision about or being consulted about any  
14 request by CNL to employ NIGERIAN LAW ENFORCEMENT for any purpose at any  
15 time from January 1, 1992 to the present.

16 **SPECIAL INTERROGATORY NO. 72:**

17 IDENTIFY all COPI EMPLOYEES who participated in making a decision or  
18 were consulted about any request by CNL for legal or other authorization to pay money to  
19 the NIGERIAN GOVERNMENT for any purpose at any time from January 1, 1992 to the  
20 present.

21 **SPECIAL INTERROGATORY NO. 73:**

22 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, the  
23 role of any COPI EMPLOYEES in making a decision about or being consulted about any  
24 request by CNL for legal or other authorization to pay money to the NIGERIAN  
25 GOVERNMENT for any purpose at any time from January 1, 1992 to the present.

26 **SPECIAL INTERROGATORY NO. 74:**

27 IDENTIFY all CNL EMPLOYEES who participated in making a decision or were  
28

1 consulted about any request by CNL to employ NIGERIAN LAW ENFORCEMENT for  
2 any purpose at any time from January 1, 1992 to the present.

3 **SPECIAL INTERROGATORY NO. 75:**

4 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, the  
5 role of any CNL EMPLOYEES in making a decision about or being consulted about any  
6 request by CNL to employ NIGERIAN LAW ENFORCEMENT for any purpose at any  
7 time from January 1, 1992 to the present.

8 **SPECIAL INTERROGATORY NO. 76:**

9 IDENTIFY all CNL EMPLOYEES who participated in making a decision or were  
10 consulted about any request by CNL for legal or other authorization to pay money to the  
11 NIGERIAN GOVERNMENT for any purpose at any time from January 1, 1992 to the  
12 present.

13 **SPECIAL INTERROGATORY NO. 77:**

14 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, the  
15 role of any CNL EMPLOYEES in making a decision about or being consulted about any  
16 request by CNL for legal or other authorization to pay money to the NIGERIAN  
17 GOVERNMENT for any purpose at any time from January 1, 1992 to the present.

18 **SPECIAL INTERROGATORY NO. 78:**

19 IDENTIFY all persons and parties who participated in negotiations, at any time  
20 from January 1, 1995 to the present, with regard to any contract or agreement between  
21 CNL and NNPC.

22 **SPECIAL INTERROGATORY NO. 79:**

23 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, any  
24 negotiations, at any time from January 1, 1995 to the present, with regard to any contract  
25 or agreement between CNL and NNPC, including any COMMUNICATIONS about such  
26 negotiations.

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1 **SPECIAL INTERROGATORY NO. 80:**

2 IDENTIFY all persons and parties who negotiated with the NIGERIAN  
3 GOVERNMENT, at any time from January 1, 1995 to the present, with regard to the use,  
4 employment, stationing, deployment, responsibilities, payment, and/or supervision of  
5 NIGERIAN LAW ENFORCEMENT on or around any facility of CHEVRON in Nigeria.

6 **SPECIAL INTERROGATORY NO. 81:**

7 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, to  
8 any negotiations and/or discussions with the NIGERIAN GOVERNMENT, at any time  
9 from January 1, 1995 to the present, with regard to the use, employment, stationing,  
10 deployment, payment, and/or supervision of NIGERIAN LAW ENFORCEMENT on or  
11 around any facility of CHEVRON in Nigeria.

12 **SPECIAL INTERROGATORY NO. 82:**

13 IDENTIFY all persons and parties who negotiated with the NIGERIAN  
14 GOVERNMENT, at any time from January 1, 1995 to the present, with regard to the use,  
15 employment, stationing, deployment, responsibilities, payment, and/or supervision of  
16 NIGERIAN LAW ENFORCEMENT on or around any facility of CUSA in Nigeria.

17 **SPECIAL INTERROGATORY NO. 83:**

18 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, to  
19 any negotiations and/or discussions with the NIGERIAN GOVERNMENT, at any time  
20 from January 1, 1995 to the present, with regard to the use, employment, stationing,  
21 deployment, payment, and/or supervision of NIGERIAN LAW ENFORCEMENT on or  
22 around any facility of CUSA in Nigeria.

23 **SPECIAL INTERROGATORY NO. 84:**

24 IDENTIFY all persons and parties who negotiated with the NIGERIAN  
25 GOVERNMENT, at any time from January 1, 1995 to the present, with regard to the use,  
26 employment, stationing, deployment, responsibilities, payment, and/or supervision of  
27 NIGERIAN LAW ENFORCEMENT on or around any facility of COPI in Nigeria.

1 **SPECIAL INTERROGATORY NO. 85:**

2 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, to  
3 any negotiations and/or discussions with the NIGERIAN GOVERNMENT, at any time  
4 from January 1, 1995 to the present, with regard to the use, employment, stationing,  
5 deployment, payment, and/or supervision of NIGERIAN LAW ENFORCEMENT on or  
6 around any facility of COPI in Nigeria.

7 **SPECIAL INTERROGATORY NO. 86:**

8 IDENTIFY all persons and parties who negotiated with the NIGERIAN  
9 GOVERNMENT, at any time from January 1, 1995 to the present, with regard to the use,  
10 employment, stationing, deployment, responsibilities, payment, and/or supervision of  
11 NIGERIAN LAW ENFORCEMENT on or around any facility of CNL in Nigeria.

12 **SPECIAL INTERROGATORY NO. 87:**

13 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, to  
14 any negotiations and/or discussions with the NIGERIAN GOVERNMENT, at any time  
15 from January 1, 1995 to the present, with regard to the use, employment, stationing,  
16 deployment, payment, and/or supervision of NIGERIAN LAW ENFORCEMENT on or  
17 around any facility of CNL in Nigeria.

18 **SPECIAL INTERROGATORY NO. 88:**

19 IDENTIFY all persons and parties who negotiated with the NIGERIAN  
20 GOVERNMENT, at any time from January 1, 1995 to the present, with regard to the use,  
21 employment, stationing, deployment, responsibilities, payment, and/or supervision of  
22 NIGERIAN LAW ENFORCEMENT on or around any facility in Nigeria of any Joint  
23 Venture in which CHEVRON, CUSA, COPI and/or CNL is a party.

24 **SPECIAL INTERROGATORY NO. 89:**

25 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, to  
26 any negotiations and/or discussions with the NIGERIAN GOVERNMENT, at any time  
27 from January 1, 1995 to the present, with regard to the use, employment, stationing,



1 deployment, payment, and/or supervision of NIGERIAN LAW ENFORCEMENT on or  
2 around any facility in Nigeria of any Joint Venture in which CHEVRON, CUSA, COPI  
3 and/or CNL is a party.

4 **SPECIAL INTERROGATORY NO. 90:**

5 IDENTIFY any EMPLOYEE of CHEVRON, COPI, CUSA, and/or CNL who  
6 engaged in any COMMUNICATION with the NIGERIAN GOVERNMENT concerning  
7 any allegation that any member of NIGERIAN LAW ENFORCEMENT engaged in  
8 conduct constituting a human rights, at any time from January 1, 1992 to the present.

9 **SPECIAL INTERROGATORY NO. 91:**

10 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, any  
11 COMMUNICATIONS between any EMPLOYEE of CHEVRON, COPI, CUSA, and/or  
12 CNL and the NIGERIAN GOVERNMENT concerning any allegation that any member of  
13 NIGERIAN LAW ENFORCEMENT engaged in conduct constituting a human rights, at  
14 any time from January 1, 1992 to the present.

15 **SPECIAL INTERROGATORY NO. 92:**

16 IDENTIFY any and all persons who negotiated and/or approved the terms and  
17 conditions under which CHEVRON has provided CNL and/or any of its joint ventures  
18 with any goods, services, equipment, facilities, loans, guarantees on CNL loans, and/or  
19 financial support of any other type, at any time from January 1, 1995 to the present.

20 **SPECIAL INTERROGATORY NO. 93:**

21 For the period January 1, 1995, describe any goods, services, equipment, facilities,  
22 loans, guarantees on CNL loans, and/or financial support of any other type which  
23 CHEVRON has provided to CNL and/or any of its joint ventures, and the terms and  
24 conditions under which they have been provided.

25 **SPECIAL INTERROGATORY NO. 94:**

26 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, the  
27 terms and conditions under which CHEVRON has provided CNL and/or any of its joint

1 ventures with any goods, services, equipment, facilities, loans, guarantees on CNL loans,  
2 and/or financial support of any other type, at any time from January 1, 1995 to the  
3 present.

4 **SPECIAL INTERROGATORY NO. 95:**

5 IDENTIFY any and all persons who negotiated and/or approved the terms and  
6 conditions under which COPI has provided CNL and/or any of its joint ventures with any  
7 goods, services, equipment, facilities, loans, guarantees on CNL loans, and/or financial  
8 support of any other type, at any time from January 1, 1995 to the present.

9 **SPECIAL INTERROGATORY NO. 96:**

10 For the period January 1, 1995, describe any goods, services, equipment, facilities,  
11 loans, guarantees on CNL loans, and/or financial support of any other type which COPI  
12 has provided to CNL and/or any of its joint ventures, and the terms and conditions under  
13 which they have been provided.

14 **SPECIAL INTERROGATORY NO. 97:**

15 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, the  
16 terms and conditions under which COPI has provided CNL and/or any of its joint  
17 ventures with any goods, services, equipment, facilities, loans, guarantees on CNL loans,  
18 and/or financial support of any other type, at any time from January 1, 1995 to the  
19 present.

20 **SPECIAL INTERROGATORY NO. 98:**

21 IDENTIFY any and all persons who negotiated and/or approved the terms and  
22 conditions under which CUSA has provided CNL and/or any of its joint ventures with  
23 any goods, services, equipment, facilities, loans, guarantees on CNL loans, and/or  
24 financial support of any other type, at any time from January 1, 1995 to the present.

25 **SPECIAL INTERROGATORY NO. 99:**

26 For the period January 1, 1995, describe any goods, services, equipment, facilities,  
27 loans, guarantees on CNL loans, and/or financial support of any other type which CUSA

1 has provided to CNL and/or any of its joint ventures, and the terms and conditions under  
2 which they have been provided.

3 **SPECIAL INTERROGATORY NO. 100:**

4 IDENTIFY all documents which refer, relate, or reflect, in whole or in part, the  
5 terms and conditions under which CUSA has provided CNL and/or any of its joint  
6 ventures with any goods, services, equipment, facilities, loans, guarantees on CNL loans,  
7 and/or financial support of any other type, at any time from January 1, 1995 to the  
8 present.

9 **SPECIAL INTERROGATORY NO. 101:**

10 For the period from January 1, 1995 to the present, IDENTIFY each and every  
11 employer of the following persons, all titles and/or positions held by them, a description  
12 of all job duties for each position held, and the dates on which each such title and/or  
13 position was held: (a) Thomas J. Schull; (b) George Kirkland; (c) Richard Matzke; (d)  
14 Scott Davis; (e) A.O. Haastrup; (f) Thomas Derr; (g) L. R. Brown; (h) Kivi Walonen; (i)  
15 H. Anderson; (j) J. Uwakwe; (k) David Parkin; (l) James Neku; and (m) Sola Omole.

16 **SPECIAL INTERROGATORY NO. 102:**

17 IDENTIFY all persons and entities which were the source of any contributions to  
18 the capitalization of CNL, made at any time from January 1, 1992 to the present, and for  
19 each such contribution, set forth the date and amount of each such contribution.

20 **SPECIAL INTERROGATORY NO. 103:**

21 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to the  
22 substance, nature, purpose, and terms of each capitalization and/or contribution identified  
23 in response to the preceding Special Interrogatory.

24 **SPECIAL INTERROGATORY NO. 104:**

25 For the period from January 1, 1995 to the present, IDENTIFY all documents  
26 which refer, reflect, or relate, in whole or in part, to reports, written or oral discussions  
27 and/or resolutions of the Board of Directors of CHEVRON referring, reflecting, or

1 relating to the operations of CNL.

2 **SPECIAL INTERROGATORY NO. 105:**

3 For the period from January 1, 1995 to the present, IDENTIFY all documents  
4 which refer, reflect, or relate, in whole or in part, to reports, discussions and/or any  
5 resolutions by the Board of Directors of CUSA referring or relating to the operations of  
6 CNL.

7 **SPECIAL INTERROGATORY NO. 106:**

8 For the period from January 1, 1995 to the present, IDENTIFY all documents  
9 which refer, reflect, or relate, in whole or in part, to reports, written or oral, discussions  
10 and/or resolutions of the Board of Directors of CUSA referring, reflecting, or relating to  
11 the operations of CNL.

12 **SPECIAL INTERROGATORY NO. 107:**

13 IDENTIFY each individual who negotiated the leases of boats, helicopters or  
14 other equipment to CNL, in use between January 1, 1995 and the present.

15 **SPECIAL INTERROGATORY NO. 108:**

16 IDENTIFY each individual who negotiated the leases of boats, helicopters or  
17 other equipment to the CNL/NNPC Joint Venture, in use between January 1, 1995 and  
18 the present, and state the date and place where such negotiations took place.

19 **SPECIAL INTERROGATORY NO. 109:**

20 IDENTIFY each employee, agent or representative of CHEVRON who negotiated  
21 with NNPC, at any time from January 1, 1995 to the present, regarding any joint venture  
22 for the exploration and/or exploitation of oil in the Niger delta, and state the date and  
23 place where such negotiations took place.

24 **SPECIAL INTERROGATORY NO. 110:**

25 IDENTIFY each employee, agent or representative of CUSA who negotiated with  
26 NNPC, at any time from January 1, 1995 to the present, regarding any joint venture for  
27 the exploration and/or exploitation of oil in the Niger delta, and state the date and place

1 where such negotiations took place.

2 **SPECIAL INTERROGATORY NO. 111:**

3 IDENTIFY each employee, agent or representative of COPI who negotiated with  
4 NNPC, at any time from January 1, 1995 to the present, regarding any joint venture for  
5 the exploration and/or exploitation of oil in the Niger delta, and state the date and place  
6 where such negotiations took place.

7 **SPECIAL INTERROGATORY NO. 112:**

8 IDENTIFY any other person or entity involved, at any time from January 1, 1995  
9 to the present, in the negotiations between CHEVRON, COPI, and/or CUSA, and the  
10 NNPC over any joint venture for the exploration and/or exploitation of oil in the Niger  
11 Delta.

12 **SPECIAL INTERROGATORY NO. 113:**

13 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to the  
14 negotiations between CHEVRON, COPI, and/or CUSA, and the NNPC over any joint  
15 venture for the exploration and/or exploitation of oil in the Niger Delta.

16 **SPECIAL INTERROGATORY NO. 114:**

17 IDENTIFY each employee, agent or representative of CHEVRON who negotiated  
18 with the NIGERIAN GOVERNMENT, at any time from January 1, 1995 to the present,  
19 regarding any joint venture for the exploration and/or exploitation of oil in the Niger  
20 delta, and state the date and place where such negotiations took place.

21 **SPECIAL INTERROGATORY NO. 115:**

22 IDENTIFY each employee, agent or representative of CUSA who negotiated with  
23 the NIGERIAN GOVERNMENT, at any time from January 1, 1995 to the present,  
24 regarding any joint venture for the exploration and/or exploitation of oil in the Niger  
25 delta, and state the date and place where such negotiations took place.

26 **SPECIAL INTERROGATORY NO. 116:**

27 IDENTIFY each employee, agent or representative of COPI who negotiated with

1 the NIGERIAN GOVERNMENT, at any time from January 1, 1995 to the present,  
2 regarding any joint venture for the exploration and/or exploitation of oil in the Niger  
3 delta, and state the date and place where such negotiations took place.

4 **SPECIAL INTERROGATORY NO. 117:**

5 IDENTIFY any other person or entity involved, at any time from January 1, 1995  
6 to the present, in the negotiations between CHEVRON, COPI, and/or CUSA, and the  
7 NIGERIAN GOVERNMENT over any joint venture for the exploration and/or  
8 exploitation of oil in the Niger Delta.

9 **SPECIAL INTERROGATORY NO. 118:**

10 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to the  
11 negotiations between CHEVRON, COPI, and/or CUSA, and the NIGERIAN  
12 GOVERNMENT over any joint venture for the exploration and/or exploitation of oil in  
13 the Niger Delta.

14 **SPECIAL INTERROGATORY NO. 119:**

15 Set forth the amount(s) and date(s) of all payments made by CHEVRON to the  
16 NIGERIAN GOVERNMENT, from January 1, 1995 to the present.

17 **SPECIAL INTERROGATORY NO. 120:**

18 Set forth the amount(s) and date(s) of all payments made by any direct or indirect  
19 subsidiary of Chevron Corporation, other than CNL, to the NIGERIAN  
20 GOVERNMENT, from January 1, 1995 to the present.

21 **SPECIAL INTERROGATORY NO. 121:**

22 For each payment set forth in response to the preceding two Special  
23 Interrogatories, IDENTIFY all documents which refer, reflect, or relate, in whole or in  
24 part, the payment.

25 **SPECIAL INTERROGATORY NO. 122:**

26 Set forth the amount(s) and date(s) of all payments to the NIGERIAN  
27 GOVERNMENT, authorized or approved by CHEVRON, from January 1, 1995 to the

1 present.

2 **SPECIAL INTERROGATORY NO. 123:**

3 Set forth the amount(s) and date(s) of all payments to the NNPC, authorized or  
4 approved by CHEVRON, from January 1, 1995 to the present.

5 **SPECIAL INTERROGATORY NO. 124:**

6 For each payment set forth in response to the preceding two Special  
7 Interrogatories, IDENTIFY all documents which refer, reflect, or relate, in whole or in  
8 part, the payment.

9 **SPECIAL INTERROGATORY NO. 125:**

10 Set forth the amount(s) and date(s) of all payments to the NIGERIAN  
11 GOVERNMENT, authorized or approved by COPI, from January 1, 1995 to the present.

12 **SPECIAL INTERROGATORY NO. 126:**

13 Set forth the amount(s) and date(s) of all payments to the NNPC, authorized or  
14 approved by COPI, from January 1, 1995 to the present.

15 **SPECIAL INTERROGATORY NO. 127:**

16 For each payment set forth in response to the preceding two Special  
17 Interrogatories, IDENTIFY all documents which refer, reflect, or relate, in whole or in  
18 part, the payment.

19 **SPECIAL INTERROGATORY NO. 128:**

20 Set forth the amount(s) and date(s) of all payments to the NIGERIAN  
21 GOVERNMENT, authorized or approved by CUSA, from January 1, 1995 to the present.

22 **SPECIAL INTERROGATORY NO. 129:**

23 Set forth the amount(s) and date(s) of all payments to the NNPC, authorized or  
24 approved by CUSA, from January 1, 1995 to the present.

25 **SPECIAL INTERROGATORY NO. 130:**

26 For each payment set forth in response to the preceding two Special  
27 Interrogatories, IDENTIFY all documents which refer, reflect, or relate, in whole or in

1 part, the payment.

2 **SPECIAL INTERROGATORY NO. 131:**

3 IDENTIFY all person(s) and partie(s) involved in COMMUNICATIONS between  
4 the NIGERIAN GOVERNMENT, and CHEVRON, CUSA, and/or COPI, concerning the  
5 NIGERIAN GOVERNMENT's use of helicopters or boats owned or leased by CNL, and  
6 the date, location and method of each such communication.

7 **SPECIAL INTERROGATORY NO. 132:**

8 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to any  
9 COMMUNICATIONS between the NIGERIAN GOVERNMENT, and CHEVRON,  
10 CUSA, and/or COPI, concerning the NIGERIAN GOVERNMENT's use of helicopters  
11 or boats owned or leased by CNL.

12 **SPECIAL INTERROGATORY NO. 133:**

13 IDENTIFY all person(s) and partie(s) involved in COMMUNICATIONS between  
14 the NIGERIAN GOVERNMENT, and CHEVRON, CUSA, and/or COPI, concerning the  
15 NIGERIAN GOVERNMENT's use of helicopters or boats owned or leased by the  
16 NNPC/CNL Joint Venture, and the date, location and method of each such  
17 communication.

18 **SPECIAL INTERROGATORY NO. 134:**

19 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to any  
20 COMMUNICATIONS between the NIGERIAN GOVERNMENT, and CHEVRON,  
21 CUSA, and/or COPI, concerning the NIGERIAN GOVERNMENT's use of helicopters or  
22 boats owned or leased by the NNPC/CNL Joint Venture.

23 **SPECIAL INTERROGATORY NO. 135:**

24 Between January 1, 1995 and the present, IDENTIFY all COMMUNICATIONS  
25 to the Board of Directors of CHEVRON concerning protests, complaints, grievances,  
26 demonstrations or other actions taken by any portion of a HOST COMMUNITY to  
27 oppose, challenge, or modify CNL's oil operations in Nigeria and/or to make a claim



1 against CNL.

2 **SPECIAL INTERROGATORY NO. 136:**

3 Between January 1, 1995 and the present, IDENTIFY all COMMUNICATIONS  
4 to the Board of Directors of CUSA concerning protests, complaints, grievances,  
5 demonstrations or other actions taken by any portion of a HOST COMMUNITY to  
6 oppose, challenge, or modify CNL's oil operations in Nigeria and/or to make a claim  
7 against CNL.

8 **SPECIAL INTERROGATORY NO. 137:**

9 Between January 1, 1995 and the present, IDENTIFY all COMMUNICATIONS  
10 to the Board of Directors of COPI concerning protests, complaints, grievances,  
11 demonstrations or other actions taken by any portion of a HOST COMMUNITY to  
12 oppose, challenge, or modify CNL's oil operations in Nigeria and/or to make a claim  
13 against CNL.

14 **SPECIAL INTERROGATORY NO. 138:**

15 Set forth all COMMUNICATIONS between any EMPLOYEE of CHEVRON and  
16 the NIGERIAN GOVERNMENT, concerning the events leading up to, during and  
17 immediately following the PARABE INCIDENT.

18 **SPECIAL INTERROGATORY NO. 139:**

19 Set forth all COMMUNICATIONS between any EMPLOYEE of CHEVRON and  
20 the NNPC, concerning the events leading up to, during and immediately following the  
21 PARABE INCIDENT.

22 **SPECIAL INTERROGATORY NO. 140:**

23 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
24 each communication set forth in response to the two preceding Special Interrogatories.

25 **SPECIAL INTERROGATORY NO. 141:**

26 Set forth all COMMUNICATIONS between any EMPLOYEE of CUSA and the  
27 NIGERIAN GOVERNMENT, concerning the events leading up to, during and

1 immediately following the PARABE INCIDENT.

2 **SPECIAL INTERROGATORY NO. 142:**

3 Set forth all COMMUNICATIONS between any EMPLOYEE of CUSA and the  
4 NNPC, concerning the events leading up to, during and immediately following the  
5 PARABE INCIDENT.

6 **SPECIAL INTERROGATORY NO. 143:**

7 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
8 each communication set forth in response to the two preceding Special Interrogatories.

9 **SPECIAL INTERROGATORY NO. 144:**

10 Set forth all COMMUNICATIONS between any EMPLOYEE of COPI and the  
11 NIGERIAN GOVERNMENT, concerning the events leading up to, during and  
12 immediately following the PARABE INCIDENT.

13 **SPECIAL INTERROGATORY NO. 145:**

14 Set forth all COMMUNICATIONS between any EMPLOYEE of COPI and the  
15 NNPC, concerning the events leading up to, during and immediately following the  
16 PARABE INCIDENT.

17 **SPECIAL INTERROGATORY NO. 146:**

18 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
19 each communication set forth in response to the two preceding Special Interrogatories.

20 **SPECIAL INTERROGATORY NO. 147:**

21 Set forth all COMMUNICATIONS between any EMPLOYEE of CHEVRON and  
22 the NIGERIAN GOVERNMENT, concerning the events leading up to, during and  
23 immediately following the incidents at Opia and Ikenyan in January 1999, as alleged in  
24 the complaint.

25 **SPECIAL INTERROGATORY NO. 148:**

26 Set forth all COMMUNICATIONS between any EMPLOYEE of CHEVRON and  
27 the NNPC, concerning the events leading up to, during and immediately following the

1 incidents at Opia and Ikenyan in January 1999, as alleged in the complaint.

2 **SPECIAL INTERROGATORY NO. 149:**

3 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
4 each communication set forth in response to the two preceding Special Interrogatories.

5 **SPECIAL INTERROGATORY NO. 150:**

6 Set forth all COMMUNICATIONS between any EMPLOYEE of CUSA and the  
7 NIGERIAN GOVERNMENT, concerning the events leading up to, during and  
8 immediately following the incidents at Opia and Ikenyan in January 1999, as alleged in  
9 the complaint.

10 **SPECIAL INTERROGATORY NO. 151:**

11 Set forth all COMMUNICATIONS between any EMPLOYEE of CUSA and the  
12 NNPC, concerning the events leading up to, during and immediately following the  
13 incidents at Opia and Ikenyan in January 1999, as alleged in the complaint.

14 **SPECIAL INTERROGATORY NO. 152:**

15 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
16 each communication set forth in response to the two preceding Special Interrogatories.

17 **SPECIAL INTERROGATORY NO. 153:**

18 Set forth all COMMUNICATIONS between any EMPLOYEE of COPI and the  
19 NIGERIAN GOVERNMENT, concerning the events leading up to, during and  
20 immediately following the incidents at Opia and Ikenyan in January 1999, as alleged in  
21 the complaint.

22 **SPECIAL INTERROGATORY NO. 154:**

23 Set forth all COMMUNICATIONS between any EMPLOYEE of COPI and the  
24 NNPC, concerning the events leading up to, during and immediately following the  
25 incidents at Opia and Ikenyan in January 1999, as alleged in the complaint.

26 **SPECIAL INTERROGATORY NO. 155:**

27 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to

1 each communication set forth in response to the two preceding Special Interrogatories.

2 **SPECIAL INTERROGATORY NO. 156:**

3 For the period from January 1, 1995, to the present, set forth all communications  
4 between any host communities referred to in ¶ 3 of the Declaration of A.O. Haastrup and  
5 EMPLOYEES of CHEVRON.

6 **SPECIAL INTERROGATORY NO. 157:**

7 For the period from January 1, 1995, to the present, set forth all communications  
8 between any host communities referred to in ¶ 3 of the Declaration of A.O. Haastrup and  
9 employees of any direct or indirect subsidiary of Chevron Corporation, other than CNL.

10 **SPECIAL INTERROGATORY NO. 158:**

11 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
12 each communication set forth in response to the two preceding Special Interrogatories.

13 **SPECIAL INTERROGATORY NO. 159:**

14 Set forth all public communications, including but not limited to any statements  
15 to the media, by any employee of CHEVRON concerning the PARABE INCIDENT.

16 **SPECIAL INTERROGATORY NO. 160:**

17 Set forth all public communications, including but not limited to any statements  
18 to the media, by any employee of CUSA concerning the PARABE INCIDENT.

19 **SPECIAL INTERROGATORY NO. 161:**

20 Set forth all public communications, including but not limited to any statements  
21 to the media, by any employee of COPI concerning the PARABE INCIDENT.

22 **SPECIAL INTERROGATORY NO. 162:**

23 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
24 each communication set forth in response to the three preceding Special Interrogatories.

25 **SPECIAL INTERROGATORY NO. 163:**

26 Set forth all public communications, including but not limited to any statements  
27 to the media, by any employee of CHEVRON concerning the events at Opia and Ikenyan

1 in January 1999 as alleged in the complaint.

2 **SPECIAL INTERROGATORY NO. 164:**

3 Set forth all public communications, including but not limited to any statements  
4 to the media, by any employee of CUSA concerning the events at Opia and Ikenyan in  
5 January 1999 as alleged in the complaint.

6 **SPECIAL INTERROGATORY NO. 165:**

7 Set forth all public communications, including but not limited to any statements  
8 to the media, by any employee of COPI concerning the events at Opia and Ikenyan in  
9 January 1999 as alleged in the complaint.

10 **SPECIAL INTERROGATORY NO. 166:**

11 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
12 each communication set forth in response to the three preceding Special Interrogatories.

13 **SPECIAL INTERROGATORY NO. 167:**

14 Set forth all communications between any EMPLOYEE of CHEVRON and any  
15 employee of the federal and/or any state government in the United States of America  
16 concerning the PARABE INCIDENT.

17 **SPECIAL INTERROGATORY NO. 168:**

18 Set forth all communications between any EMPLOYEE of CHEVRON and any  
19 employee of the federal and/or any state government in the United States of America  
20 concerning events at Opia and Ikenyan in January 1999, as alleged in the complaint.

21 **SPECIAL INTERROGATORY NO. 169:**

22 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
23 each communication set forth in response to the two preceding Special Interrogatories.

24 **SPECIAL INTERROGATORY NO. 170:**

25 Set forth all communications between any EMPLOYEE of CUSA and any  
26 employee of the federal and/or any state government in the United States of America  
27 concerning the PARABE INCIDENT.

1 **SPECIAL INTERROGATORY NO. 171:**

2 Set forth all communications between any EMPLOYEE of CUSA and any  
3 employee of the federal and/or any state government in the United States of America  
4 concerning events at Opia and Ikenyan in January 1999, as alleged in the complaint.

5 **SPECIAL INTERROGATORY NO. 172:**

6 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
7 each communication set forth in response to the two preceding Special Interrogatories.

8 **SPECIAL INTERROGATORY NO. 170:**

9 Set forth all communications between any EMPLOYEE of COPI and any  
10 employee of the federal and/or any state government in the United States of America  
11 concerning the PARABE INCIDENT.

12 **SPECIAL INTERROGATORY NO. 171:**

13 Set forth all communications between any EMPLOYEE of COPI and any  
14 employee of the federal and/or any state government in the United States of America  
15 concerning the events at Opia and Ikenyan in January 1999, as alleged in the complaint.

16 **SPECIAL INTERROGATORY NO. 172:**

17 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
18 each communication set forth in response to the two preceding Special Interrogatories.

19 **SPECIAL INTERROGATORY NO. 173:**

20 Set forth the amount and dates of each payment made or approved by CHEVRON  
21 to relatives or representatives of persons who died or were injured in connection with the  
22 PARABE INCIDENT.

23 **SPECIAL INTERROGATORY NO. 174:**

24 Set forth the amount and dates of each payment made or approved by CHEVRON  
25 to relatives or representatives of persons who died or were injured in connection with the  
26 events at Opia and Ikenyan in January 1999, as alleged in the complaint.

1 **SPECIAL INTERROGATORY NO. 175:**

2 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
3 each communication set forth in response to the two preceding Special Interrogatories.

4 **SPECIAL INTERROGATORY NO. 176:**

5 Set forth the amount and dates of each payment made or approved by CUSA to  
6 relatives or representatives of persons who died or were injured in connection with the  
7 PARABE INCIDENT.

8 **SPECIAL INTERROGATORY NO. 177:**

9 Set forth the amount and dates of each payment made or approved by CUSA to  
10 relatives or representatives of persons who died or were injured in connection with the  
11 events at Opia and Ikenyan in January 1999, as alleged in the complaint.

12 **SPECIAL INTERROGATORY NO. 178:**

13 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
14 each communication set forth in response to the two preceding Special Interrogatories.

15 **SPECIAL INTERROGATORY NO. 179:**

16 Set forth the amount and dates of each payment made or approved by COPI to  
17 relatives or representatives of persons who died or were injured in connection with the  
18 PARABE INCIDENT.

19 **SPECIAL INTERROGATORY NO. 180:**

20 Set forth the amount and dates of each payment made or approved by COPI to  
21 relatives or representatives of persons who died or were injured in connection with the  
22 events at Opia and Ikenyan in January 1999, as alleged in the complaint.

23 **SPECIAL INTERROGATORY NO. 181:**

24 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
25 each communication set forth in response to the two preceding Special Interrogatories.

26 **SPECIAL INTERROGATORY NO. 182:**

27 Describe all types and methods of COMMUNICATIONS, whether telephonic,  
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1 written, or oral, used between CNL and CHEVRON, at any time from January 1, 1995 to  
2 the present, and the manner in which all such communications are memorialized and/or  
3 stored.

4 **SPECIAL INTERROGATORY NO. 183:**

5 Describe all types and methods of COMMUNICATIONS, whether telephonic,  
6 written, or oral, used between CNL and COPI, at any time from January 1, 1995 to the  
7 present, and the manner in which all such communications are memorialized and/or  
8 stored.

9 **SPECIAL INTERROGATORY NO. 184:**

10 Describe all types and methods of COMMUNICATIONS, whether telephonic,  
11 written, or oral, used between CNL and CUSA, at any time from January 1, 1995 to the  
12 present, and the manner in which all such communications are memorialized and/or  
13 stored.

14 **SPECIAL INTERROGATORY NO. 185:**

15 IDENTIFY any and all EMPLOYEES of CHEVRON who have been responsible  
16 for monitoring the political and economic events which may impact oil operations in  
17 Nigeria, at any time from January 1, 1995 to the present, and describe their job duties.

18 **SPECIAL INTERROGATORY NO. 186:**

19 IDENTIFY any and all EMPLOYEES of CUSA who are responsible for  
20 monitoring the political and economic events which may impact oil operations in Nigeria,  
21 and describe their job duties.

22 **SPECIAL INTERROGATORY NO. 187:**

23 IDENTIFY any and all EMPLOYEES of COPI who are responsible for  
24 monitoring the political and economic events which may impact oil operations in Nigeria,  
25 and describe their job duties.

26 **SPECIAL INTERROGATORY NO. 188:**

27 IDENTIFY all persons who are knowledgeable about the meaning of all data set



1 forth in the payroll records produced by CHEVRON and numbered C2994-C301023.

2 **SPECIAL INTERROGATORY NO. 189:**

3 IDENTIFY all CHEVRON EMPLOYEES who have participated in the process of  
4 approving any action or payment by an EMPLOYEE of CNL, at any time from January 1,  
5 1995 to the present, and describe the payment or action approved, the approval process,  
6 and the standards applied to approve the action or payment.

7 **SPECIAL INTERROGATORY NO. 190:**

8 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
9 each payment or action set forth in response to the preceding Special Interrogatory, the  
10 approval process undertaken, and the standards applied.

11 **SPECIAL INTERROGATORY NO. 191:**

12 IDENTIFY all COPI EMPLOYEES who have participated in the process of  
13 approving any action or payment by an EMPLOYEE of CNL, at any time from January 1,  
14 1995 to the present, and describe the payment or action approved, the approval process,  
15 and the standards applied to approve the action or payment.

16 **SPECIAL INTERROGATORY NO. 192:**

17 IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to  
18 each payment or action set forth in response to the preceding Special Interrogatory, the  
19 approval process undertaken, and the standards applied.

20 **SPECIAL INTERROGATORY NO. 193:**

21 IDENTIFY all CUSA EMPLOYEES who have participated in the process of  
22 approving any action or payment by an EMPLOYEE of CNL, at any time from January 1,  
23 1995 to the present, and describe the payment or action approved, the approval process,  
24 and the standards applied to approve the action or payment.

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**SPECIAL INTERROGATORY NO. 194:**

IDENTIFY all documents which refer, reflect, or relate, in whole or in part, to each payment or action set forth in response to the preceding Special Interrogatory, the approval process undertaken, and the standards applied.

Dated: April 30, 2001

TRABER, VOORHEES & OLGUIN

By: \_\_\_\_\_  
Theresa M. Traber

Attorneys For Plaintiffs  
LARRY BOWOTO, ET AL.